



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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December 29, 2003

IN REPLY PLEASE

REFER TO FILE: **RM-5**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT FOR ROAD MAINTENANCE AND SNOW REMOVAL
SERVICES WITH THE UNITED STATES GOVERNMENT AND
CALIFORNIA INSTITUTE OF TECHNOLOGY FOR THEIR
TABLE MOUNTAIN FACILITY
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Agreement for road maintenance and snow removal services at the United States Government's Table Mountain facility.
2. Instruct the Chairman of the Board to sign the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The National Aeronautics and Space Administration's (NASA) research and development facility at Table Mountain near Wrightwood is operated by California Institute of Technology's Jet Propulsion Laboratory (JPL). They have requested the Department of Public Works to perform road maintenance and snow removal services at this facility. Because of the isolated location and the close proximity to a County road and Public Works facility, it is highly desirable from the standpoint of the other parties that the Department perform the work in order to ensure that proper and orderly access is maintained to their facility.

An agreement, that has since expired, for similar services between the County and NASA, was previously adopted by the Board on August 22, 1989.

Implementation of Strategic Plan Goals

This Agreement would allow the Department to meet the County's Goals of Service Excellence and Organizational Effectiveness by providing convenient, timely, accurate, and courteous services by collaborating across jurisdictional boundaries.

FISCAL IMPACT/FINANCING

In accordance with the Agreement, the Department will be compensated for services provided at the current labor, equipment, and material rates in effect when the services are rendered as determined by the County Auditor-Controller.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement has been reviewed as to form by County Counsel.

This Agreement is authorized and provided for by Section 56 3/4 of the County of Los Angeles Charter.

CONTRACTING PROCESS

This work will be done through the Department's Road Maintenance Division.

IMPACT ON CURRENT SERVICES

No impact on current services, as the Agreement states that services will only be provided upon request, and that these services do not interfere with the performance of regular County operations.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

All work performed under this Agreement is categorically exempt pursuant to Class 1, Subsection (n) and (x-22), of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

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CONCLUSION

Attached are two copies of the Agreement which have been approved and executed by the other parties and approved as to form by County Counsel. Upon your approval, please return the two copies to this Department for processing together with two approved copies of this letter.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

JH:dc
C:\myfiles\NASA Board Letter

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR ROAD MAINTENANCE AND SNOW REMOVAL SERVICES

This AGREEMENT, entered into this ____ day of _____, 2003, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as the COUNTY, and the UNITED STATES GOVERNMENT, acting by and through the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, hereinafter referred to as NASA.

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RECITALS:

(a) NASA and the California Institute of Technology, hereinafter referred to as Caltech, have entered into a contract (NAS7-03001) whereby Caltech performs various research and development tasks using facilities provided by NASA, including the Table Mountain facilities.

(b) Caltech is obligated by the terms of the NASA/Caltech contract to provide for the preservation, protection, repair, and maintenance of the facilities provided by NASA.

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WHEREAS, NASA and Caltech are desirous of contracting with the COUNTY for the performance of certain road maintenance and snow removal services through the Director of Public Works at their Table Mountain facilities; and

WHEREAS, this AGREEMENT is authorized and provided for by Section 56 3/4 of the Charter of the County of Los Angeles; and

WHEREAS, the COUNTY is agreeable to providing such services on their terms and conditions hereinafter set forth:

THE PARTIES AGREE AS FOLLOWS:

1. The COUNTY, by its Department of Public Works, will perform the road maintenance and snow removal services on the following road located in the Table Mountain area of the County; and as shown on attached Exhibit A;

TABLE MOUNTAIN ROAD - From NASA's gate at the end of the County maintained road to its terminus at the NASA facility.

2. For the purpose of performing the road maintenance and snow removal services, the COUNTY shall furnish and supply all necessary labor, equipment, and materials. Both parties agree that they and their officers and agents shall cooperate in carrying out said services.
3. The COUNTY agrees to provide said services from time to time during the term of this AGREEMENT when requested by NASA, or its authorized representative, provided however, that the COUNTY shall not be obligated to perform any service not properly within the scope of duties of the Department of Public Works, and provided further, that such services do not interfere with the performance of regular COUNTY operations.
4. NASA agrees that the Director of Public Works shall have full authority and control over the manner and method of performance of work under this AGREEMENT, provided however, that nothing contained in this AGREEMENT shall be construed as divesting either NASA of any powers over or responsibility for the supervision, management, and control of the roads at the Table Mountain facilities.
5. NASA shall compensate the COUNTY for services provided under this AGREEMENT through a Purchase Order issued by the Jet Propulsion Laboratory, hereinafter referred to as JPL, an operating division of Caltech and NASA's Federally Funded Research and Development Center (FFRDC), at the current labor and equipment rates in effect when the services are rendered as determined by the COUNTY Auditor-Controller in accordance with the policies and procedures for the determination of such rates as adopted by the COUNTY Board of Supervisors.
6. The COUNTY Department of Public Works shall keep itemized and detailed work

or job records covering the costs of all services performed, including salaries, wages, and other compensation for labor, supervision, and planning; the reasonable rental value of all COUNTY owned equipment, rental paid for rented equipment, together with costs for an operator thereof furnished with such equipment; the cost of all supplies furnished by COUNTY, including a reasonable handling charge; and all other items of expense incidental to such services, including administrative costs and depreciation on equipment used where depreciation is not included in a rental charge for such equipment.

7. The COUNTY agrees that NASA shall have the right, until the expiration of three (3) years after completion of all work under this AGREEMENT, to examine all such work or job records, and such other records of the COUNTY which reflect costs incurred and for which reimbursement is claimed pursuant to the AGREEMENT.
8. The COUNTY shall submit to JPL, Attention: Accounts Payable, within thirty (30) days after the close of any calendar month during which work was performed, an itemized invoice that references the JPL Purchase Order number which covers all services performed during said month, and JPL shall pay the COUNTY therefore within thirty (30) days after receipt of the invoice.
9. NASA is a federal agency that is self insured and pays for its liabilities in accordance with federal law.
10. This AGREEMENT shall be in effect until terminated by either party hereto.
11. Notwithstanding the provisions of the paragraph hereinabove set forth, either party may terminate this AGREEMENT upon notice in writing to the other party not less than sixty (60) days prior to the date of termination.
12. This AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and NASA has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS

Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

Deputy

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

By _____

DORA S. HUFF, Contracting Officer

APPROVED AS TO FORM:

LLOYD W. PELLMAN

County Counsel

By _____

Deputy